### AGENDA

### FLORESVILLE ECONOMIC DEVELOPMENT CORPORATION

### **REGULAR MEETING FEBRUARY 12th, 2024 6:00 PM**

### **FLORESVILLE CITY HALL COUNCIL CHAMBERS**

1120 D STREET, Floresville, Texas 78114

Call meeting to order at:

Establish Quorum

Guests

Invocation

Recite U.S. Pledge of Allegiance & Texas Pledge

Citizen Comments:

### 1. OLD BUSINESS

a. C&A to approve meeting minutes from the Regular Meeting held on January 8th, 2024.

b. C&A to approve meeting minutes from the Special Meeting held on January 25<sup>th</sup>, 2024.

### 2. PRESENTATION/DISCUSSION

a. Executive Director job post update

b. Financial overview of January 2024

c. FEDC Balance Sheet

d. Floresville Peanut Festival Assn. use of FEDC venue

e. Soccer League facilities

f. EMC Strategy Group Projects update

City Manager: Andy Joslin Treasurer: Nick Nissen

Finance Director: Cindy Sturm

Albert Saenz Jr. & Betty Fraiser

Rafael Campos

President: David Del Bosque

### 3. **NEW BUSINESS**

a. Consideration and possible action to approve a change to the approved Façade and Signage plan for Pampered Pooch Parlor in the amount of \$746.75; 50% of the total supplement.

Citizens Comments:

Assistant Executive Director

b. Consideration and action to approve the property lease at 1146 Hwy 181 S., Floresville, Texas.

Citizens Comments:

President

c. Consideration and possible action to approve the proposal from Landloch Studio for the 3-corner beautification for a total fee of \$6000. It includes the Schematic Design and Construction Documentation.

Citizens Comment:

Assistant Executive Director

 d. Consideration and possible action to approve the appointment of David Del Bosque, Mary Helen Tieken and Nick Nissen to the selection committee for the vacant Executive Director position and to set an interview date for the selected candidates.
 Citizens Comments:

President

e. Consideration and possible action to approve Resolution #2024-027 - A Resolution of the FEDC to appoint a board member to fill a position on the Visitor & Tourism Board. *Citizens Comments:*President

f. Consideration and action to add future agenda items. *Citizens Comments:* 

Assistant Executive Director

### 4. EXECUTIVE SESSION

Executive Session in accordance with Texas Government Code Chapter 551

The Floresville Economic Development Corporation may at any time during the meeting close the meeting and hold an executive session pursuant to the Texas Open meetings Act codified as Chapter 551, Texas Government Code which permits closed meetings pursuant to Section 551.071 for purposes of consulting with its attorneys; Section 551.072 deliberating about real property; section 551.073 deliberating about gifts, and donations; section 551.074 deliberating about personnel matters; Section 551.076 deliberating about security devices; Section 551.084 regarding exclusion of witness in connection with an investigation; Section 551.086 deliberating, voting, and taking action as a power utility on a competitive matter; Section 551.087 deliberating about economic development negotiations; and Section 551.088 deliberating about test items to discuss and/or deliberate any of the posted matters to be considered during the open meeting. If it does go into Executive Session, the Floresville Economic Development Corporation may deliberate in executive session, vote on the matter in open session, and announce it for the minutes.

- (a). The FEDC Board of Directors will meet in closed session pursuant to Texas Government Code Section 551.071 to consult with its attorney; regarding possible retention of special counsel for possible claims and litigation related to a prior real estate matter.
- (b). The FEDC Board of Directors will meet in closed session pursuant to Texas Government Code Section 551.087 to discuss or deliberate economic development negotiations; Projects: **20231211.3**, **20231211.4**, **20231211.5**, **2024.001**

Retail Coach update, Retail recruitment, Floresville, Texas.

(c). Return to open session and take possible action following executive session of the above items in (a) and (b).

### 5. ASSISTANT EXECUTIVE DIRECTOR UPDATE

- a. Joined the County Broadband feasibility study group lead by CobbFendley Consultants.
- b. Certificate of Occupancy at 1210 C Street passed and posted January 17<sup>th</sup> 2024.
- c. Final walk through at 1400 4th Street completed.
- d. Roof leaking at 1400 4<sup>th</sup> Street will obtain bids with the assistance from Acton Consultants referred by LPA Architects; a roof claim was filed with TML and inspected on February 6<sup>th</sup>, 2024. A report will be forthcoming in 10 business days.

### 6. ADJOURN

The Economic Development Corporation for the City of Floresville reserves the right to convene in closed session in accordance to Chapter 551 of the Government Code of Texas on any subjects permitted by the Code and any other provisions under the Texas law that permits a governmental unit to discuss a matter in executive session.

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact Charlotte Ximenez-Nelson, FEDC Assistant Executive Director at 830-581-8238 or 830-393-1238 for further information.

I certify that the above notice of meeting was posted on the bulletin board at City Hall, 1120 D Street, Floresville, Texas on the 9th day of February, 2024 by 6:00 pm.

Charlotte Ximenez-Nelson,

FEDC Assistant Executive Director

### **MINUTES**

### FLORESVILLE ECONOMIC DEVELOPMENT CORPORATION

### **REGULAR MEETING JANUARY 8th, 2023 6:00 PM**

### FLORESVILLE CITY HALL COUNCIL CHAMBERS 1120 D STREET, Floresville, Texas 78114

Call meeting to order at 6:00 pm by Mr. Del Bosque.

Establish Quorum: Joel Arroyo, Sam Carter, David Del Bosque, Mary Helen Tieken,

Nick Nissen and Jacob Silva at 6:02pm.

Guests Mayor Cissy Gonzalez Dippel, Jordan Martin, Stephanie Moore, Will Gibbs of WCN

Invocation: Mayor Dippel

Recite U.S. Pledge of Allegiance & Texas Pledge Citizen Comments: Jordan Martin owner of Landloch

### 1. OLD BUSINESS

a. C&A to approve meeting minutes from the Regular Meeting held on December 11th, 2023.

Motion: Joyel Arroyo, Seconded: Mary Helen Tieken

Citizens Comments: None

Vote: For: 4 Against: 0 Abstain: 1 Absent: 0 B.O.D. Names For **Against** Abstain Absent Joel Arroyo Χ Sam Carter X **David Del Bosque** X Nick Nissen Jacob Silva X Mary Helen Tieken X

### 2. PRESENTATION/DISCUSSION

a. Executive Director job post update

b. Financial overview of January 203

c. FEDC Balance Sheet

d. 2024 Vision & Goals; land & building purchases

City Manager: Andy Joslin Treasurer: Nick Nissen

Finance Director: Cindy Sturm

President: David Del Bosque

### 3. **NEW BUSINESS**

a. Consideration and possible action to trademark the slogan proposed for our city by the General and VA Administration; #MilitaryCommunityUSA.

President: David Del Bosque

Motion to postpone.

Motion: Jacob Silva, Seconded: Joel Arroyo

Citizens Comments: None

Vote: For: 5 Against: 0 Abstain: 0 Absent: 0

B.O.D. Names For Against Abstain Absent

Joel Arroyo X

Sam Carter X
David Del Bosque
Nick Nissen X
Jacob Silva X
Mary Helen Tieken X

b. Consideration and possible action to approve beautification of the 3 corners at the intersection of Standish Street and 10<sup>th</sup> Street; Hwy 181.

President: David Del Bosque

Motion to seek bids to move forward.

Motion: Jacob Silva, Seconded: Nick Nissen

Citizens Comments: Jordan Martin owner of LandLoch Landscaping

Vote: For: 5 Ag	gainst:	0	Abst	ain:	0	Absent:	0
B.O.D. Names	For	Aga	ainst	Ab	stain	Abse	nt
Joel Arroyo	Χ						
Sam Carter	Χ						
David Del Bosque							
Nick Nissen	Χ						
Jacob Silva	Χ						
Mary Helen Tieken	ιX						

Motion to revisit 2.b. Presentation/Discussion - Financial Overview of January 2024.

Motion: Nick Nissen, Seconded: Joel Arroyo

Citizens Comments: None

<u> jainst:</u>	<u>0 A</u>	<u>bstain:</u>	0	<u>Absent:</u>	0
For	Agains	t Al	<u>ostain</u>	Abser	ıt
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Discussed reallocating funds in our current budget for:

Depot Renovations: \$118,000

Downtown Building Lighting: \$49,040

Floresville Signage: \$50,000

c. Consideration and possible action to change the eligibility criteria of our Façade and Signage Grant Policy for ineligible businesses and omit non-profits.

President: David Del Bosque

Item tabled.

d. Consideration and possible action to future agenda items.

Asst. Exec. Dir.: Charlotte Ximenez-Nelson

Joint Workshop with City to discuss the Northcrest Park process.

Tenatively on Tuesday 5:30 at 1146 Hwy 181 S. – pending coordination with the city council.

### - Presentation|Discussion

- -CRM PRESENTATION
- -EMC Strategy Group Update
- -Retail Coach Update
- 1) BUSINESS PLAZA DISCUSSION ON PUBLIC PRIVATE PARTNERSHIP.
- 2) FUNDING- OPERATIONAL ALLOWANCES, AMT NOT TO EXCEED \$5000. IE. RAMP.
- 3) C&A to reallocate funds to use on future projects. Depot reno, Downtown Lighting, Floresville Signage
- 4) C&A to consider downtown strategies group. Cost \$25,000 5-yr term.
- 5) C&A to establish social media guidelines.
- 6) C&A to revise the facade & signage grant.

### 4. EXECUTIVE SESSION

Motion to go into closed session.

Motion: Mary Helen Tieken, Seconded: Nick Nissen, At: 7:55 pm

Citizens Comments: None

Vote: For: 5 Ag	ainst:	0	Abstai	n:	0 /	Absent:	0
B.O.D. Names	For	Aga	inst	Abs	stain	Absei	nt
Joel Arroyo	Χ						
Sam Carter	Χ						
David Del Bosque							
Nick Nissen	Χ						
Jacob Silva	Χ						
Mary Helen Tieken	Χ						

Executive Session in accordance with Texas Government Code Chapter 551

The Floresville Economic Development Corporation may at any time during the meeting close the meeting and hold an executive session pursuant to the Texas Open meetings Act codified as Chapter 551, Texas Government Code which permits closed meetings pursuant to Section 551.071 for purposes of consulting with its attorneys; Section 551.072 deliberating about real property; section 551.073 deliberating about gifts, and donations; section 551.074 deliberating about personnel matters; Section 551.076 deliberating about security devices; Section 551.084 regarding exclusion of witness in connection with an investigation; Section 551.086 deliberating, voting, and taking action as a power utility on a competitive matter; Section 551.087 deliberating about economic development negotiations; and Section 551.088 deliberating about test items to discuss and/or deliberate any of the posted matters to be considered during the open meeting. If it does go into Executive Session, the Floresville Economic Development Corporation may deliberate in executive session, vote on the matter in open session, and announce it for the minutes.

(a). The FEDC Board of Directors will meet in closed session pursuant to Texas Government Code Section 551.087 to discuss or deliberate economic development negotiations; 1600 Hwy 181 S., Floresville, Texas.

- (b) The FEDC Board of Directors will meet in closed session pursuant to Texas Government Code Section 551.087 to discuss or deliberate economic development negotiations; Business Incubator Tenant(s) at 1210 C Street, Floresville, Texas.
- (c) Return to open session and take possible action following executive session of the above items in (a) and (b). no action on both.

### Motion to open session.

Motion: Joel Arroyo, Seconded: Nick Nissen, At: 8:21pm.

Citizens Comments: None

Vote: For: 5	Against	: 0 Abs	tain: 0 A	bsent: 0
B.O.D. Names	For	Against	Abstain	Absent
Joel Arroyo	Χ			
Sam Carter	Χ			
David Del Bosqu	ıe			
Nick Nissen	Χ			
Jacob Silva	Χ			
Mary Helen Tiek	en X			

Motion on a.) and b.) No action.

### 5. ASSISTANT EXECUTIVE DIRECTOR UPDATE

- a. Business Plaza update: Completed Wednesday, January 3rd, 2024.
- b. Cintas has installed the AED at 1210 C Street office.
- c. Security cameras are now active at 1210 C Street.
- d. January 19th Charlotte Ximenez-Nelson will be attending Board Retreat for SOTX Business Partnership.
- e. Workshop at the FELPS location; 1146 Hwy 181 S., January 16th, 2024.

### 6. ADJOURNMENT

Motion: Joel Arroyo, Seconded: Mary Helen Tieken At: 8:20 pm.

Citizens Comments: None

Vote: For:	5 Against:	0 A	<u>bstain:</u>	0	Absent:	0
B.O.D. Name	s For	Agains	st Al	ostair	<u>ı Abseı</u>	nt
Joel Arroyo	Χ					
Sam Carter	X					
David Del Bo	sque					
Nick Nissen	X					
Jacob Silva	X					
Mary Helen T	ieken X					

David Del Bosque, President

### **SPECIAL MEETING MINUTES**

### FLORESVILLE ECONOMIC DEVELOPMENT CORPORATION

### SPECIAL MEETING JANUARY 25th, 2023 5:30 PM

### FLORESVILLE CITY HALL COUNCIL CHAMBERS

1120 D STREET, Floresville, Texas 78114

Call meeting to order: President Del Bosque called the meeting to order at 5:31 pm Establish Quorum: President Del Bosque presided over Vice President Tieken, Board

Member Carter and Nissan

Guests: Andy Joslin, Evelyn Garcia, Charlotte Ximenez-Nelson

Invocation: Mayor Gonzalez-Dippel

Recite U.S. Pledge of Allegiance & Texas Pledge: Pledges were recited

Citizen Comments: None

### 1. NEW BUSINESS

a. Consideration and possible action to authorize the conditional forgiveness of the outstanding loan balance of \$8,349.20 owed by the Paloma Senior Village and the execution and filing of a release of vendor's lien.

Board Member Nissan made a motion to approve the conditional forgiveness of the outstanding loan balance of \$8,349.20 and stated amount to be corrected on draft before signing. Board Member Carter seconded the motion. Motion carried 4/0

NAME	YES	NO	ABSTAIN	ABSENT
President Del Bosque	X			
Board Member Nissan	Х			
Board Member Silva				Х
Board Member Arroyo				Х
Board Member Tieken	x			
Board Member Carter	Х			
	Motion Carries	s 4/0		· · ·

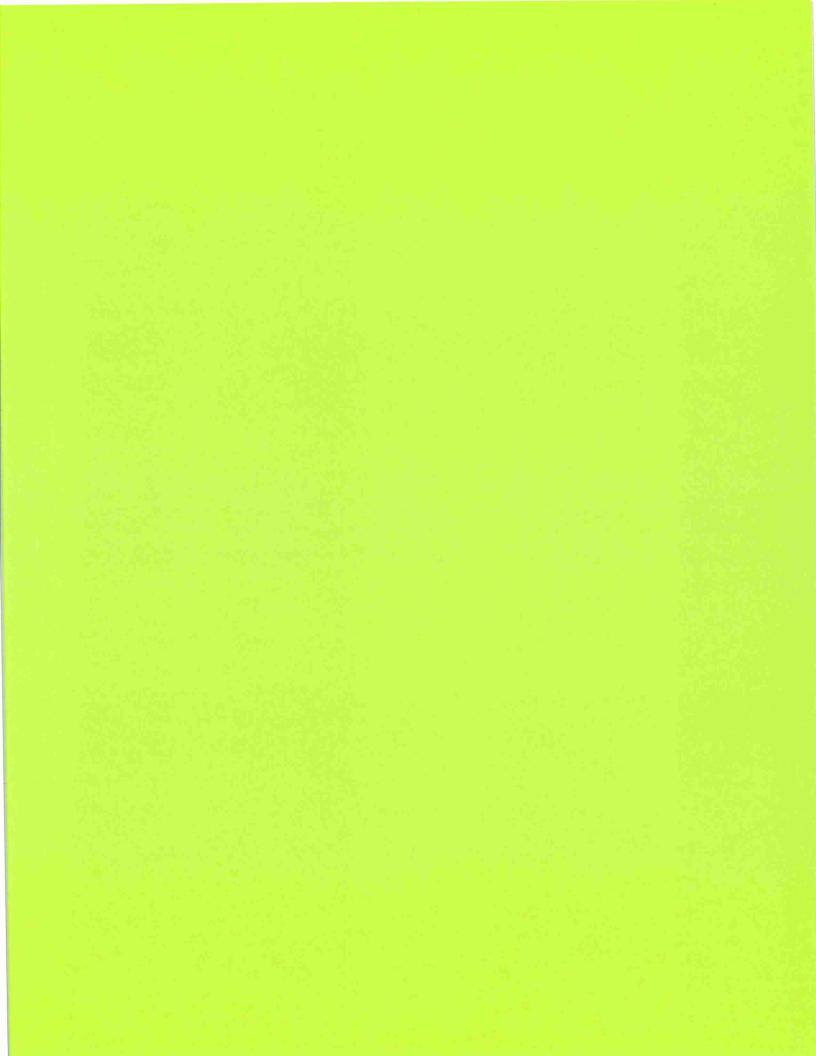
Citizens Comments: None

2. **ADJOURN:** 5:39 pm

Board Member Carter made a motion to adjourn the meeting. Vice President Tieken Seconded the motion. Motion carried 4/0

NAME	YES	NO	ABSTAIN	ABSENT
President Del Bosque	Х			
Board Member Nissan	Х			
Board Member Silva				Х
Board Member Arroyo				Х
Board Member Tieken	Х			
Board Member Carter	X.			
	Motion Carries	<u> </u> 5 4/0		

David Del Bosque- FEDC President



To: 4B Board From: Cynthia Sturm, Finance Director



# BUDGET VS. ACTUAL ANALYSIS FOR MONTH ENDING ON JANUARY 2024

				ರ	CURRENT	
	2023-2024	YEA	YEAR-TO-DATE	20	2023-2024 (A-B=C)	
	ADOPTED	₹	REVENUES	R	REMAINING	
REVENUES	BUDGET	0	COLLECTED	ш	BUDGET	% YTD BUDGET
SALES TAX	\$ 1,295,000	₩.	403,274	\$	891,726	31.14%
MISC	\$ 15,000	₩.	9,690	ς,	5,310	
BANK INTEREST	\$ 15,000	\$	4,740	s	10,260	
FUND BALANCE DRAW	\$ 693,248	↔	•	\$	693,248	0.00%
4B REVENUE TOTAL	\$ 2,018,248	Ş	417,704	\$	1,600,544	
TVDENICEC						
PEDSONNEL	\$ 715778	V	31 793	V	184.935	14.67%
PERSONNEL STREETS AND TERRALS	\$ 130,100	<b>Y</b>	40 532	· •	89.568	31.15%
SOPPLIES/ INIA I ENIALS	ססדיסרד ל	۲ ٦	1000	٠ ٠	7 0 7	70.63.07
EQUIP/BUILD MAINTENANCE	\$ 4,000	<u>ጉ</u>	TRS	ሉ	3,815	4.02%
UTILITIES	\$ 17,650	❖	1,616	₹	16,034	9.16%
CONTRACTUAL	\$ 1,221,213	か	190,239	\$	1,030,974	15.58%
SPORTS PARK MAINTENANCE TRANSFER	\$ 25,000	₩.		s	25,000	0.00%
BOND PAYMENTS	\$ 379,025	ᡐ	400	ς,	378,625	0.11%
RANCHO GRANDE - DEPT MATERIALS	\$ 300	₩.		Ś	300	0.00%
RANCHO GRANDE - UTILITIES	\$ 1,000	ふ	185	ዯ	815	18.54%
RANCHO GRANDE - CONTRACTUAL	\$ 22,000	₹.	3,200	ς٠	18,800	14.55%
4B EXPENSE TOTAL	\$ 2,017,016	か	268,151	\$	1,748,865	
2022-2023 TOTAL BUDGET	\$ 1,232	\$	149,554			

### **FUND HIGHLIGHTS:**

\*\*A negative amount in the revenue category means we have collected more revenue than what was budgeted.

# FLORESVILLE ECONOMIC DEVELOPMENT CORPORATION SALES TAX COLLECTION HISTORY

MONTH	CURRENT % OF BUDGET	25	EV 23,23	EY 24.23	FY 20-23	FY 19/20	FY 18/19	FY 17/18	FY 16/17	FY 15/16	FY 14/15	FY 13/14	LAST S YEAR AVG COLLECTED	5 YEAR AVG % MONTHLY COLLECTED
COLLECTED	רטבוביובט	11 600-60												
ا	%6	5104 991	\$104 091	\$89.061	\$76,626	\$74,635	\$72,341	\$62,499	\$60,645	\$54,155	\$66,394	56,021	59,943	8%
3	%6	\$100 221	\$102.778	\$108.648	\$95,770	\$77,414	\$73,272	\$71,461	\$62,613	\$64,512	\$66,473	62,455	65,503	%8
200	100%	298 680	289 247	\$76.032	\$76.182	\$75,486	\$81,212	\$65,217	\$58,252	\$57,877	\$65,416	64.871	62,327	8%
200	%8	\$99,383	\$99 801	597,564	\$77.886	\$74,662	\$64,855	\$69,162	\$64,887	\$60,650	Se6.737	61,375	64.562	8%
820	11%	05	\$124.215	\$117,404	\$97,004	\$93,703	\$86,144	\$82,262	\$78,763	\$79,096	\$82,543	81,618	80,856	10%
OVW.	%8	S	\$91 681	\$86.513	\$76,831	\$58,089	\$59,774	\$59,284	\$54,143	\$56,651	\$56,051	55,536	56,333	7%
300	790	S	S94 250	884 058	\$67.861	\$65.150	\$70,706	\$62,028	\$56,311	\$56,065	850,758	56,053	57,503	7%
X778	%0	38	\$108 952	\$113.203	\$98,383	\$85,928	\$73,948	\$80,635	\$69,860	\$69,954	\$72,948	71,464	72,972	%6
N. I	10%	3 5	295 967	\$97.435	\$90.667	\$80,361	\$75,315	\$61,397	\$65,794	\$59,627	\$61,235	72,825	64,176	%8
	%6	OS.	S96 666	\$95.348	\$90,970	\$80,730	\$72,500	\$70,843	\$65,068	\$57,897	\$62,363	71,406	65,515	%8
100	10%	S) OS	\$108.795	\$107.184	\$103,453	\$88,673	\$777.896	\$78,137	\$69,472	\$69,293	\$74,344	73,346	72.918	%6
SEP	12%	SO	\$103.497	\$94,634	\$83,093	\$78,954	\$92,825	\$74,480	\$72,098	\$59,574	\$61,351	66,568	66,814	8%
TOTAL	114%	\$403,274	\$1,219,940	\$1,167,084	1,034,726	933,785	900,788	837,405	\$777.907	\$745,351	\$792,913	\$793,536	\$789,422	100%
1	27.5													

Current Month Vs Prior Year Month AMOUNT COLLECTED SAME MONTH LAST YEAR	\$99,801
AMOUNT COLLECTED SAME MONTH CURRENT YEAR	\$99,383
TOTAL AMOUNT OVER(UNDER) LAST YEARS MONTH	\$418
Current Year Vs Prior Year AMOLINT COLLECTED SAME PERIOD LAST YEAR	\$395,917
AMOUNT COLLECTED THIS YEAR	\$403,274
% OVER /(-) UNDER LAST YEARS TOTAL	1.86%

2-07-2024 08:10 AM

580-FEDC - 4B FINANCIAL SUMMARY

CITY OF FLORESVILLE REVENUE & EXPENSE SUMMARY (UNAUDITED) AS OF: JANUARY 31ST, 2024

% YTD BUDGET 33.33 OF YEAR COMPLETED: BUDGET ENCUMBERED TOTAL YEAR TO DATE ACTUAL CURRENT PERIOD CURRENT BUDGET

14.67 33.79 5.90 9.16 16.33 0.00 13.92 20.70 18.54 14.55 0.00 13.92 135,615.77)1,107.77 184,934.66 86,138.26 3,763.91 16,033.53 1,021,749.33 708,817.72 300.00 814.62 18,800.00 0.00 0.00 0.00 891,725.82 1,600,543.54 403,625.00 1,716,244.69 1,736,159.31 19,914.62 12,706.14)( 00.00 0.00 3,429.98 51.24 0.00 9,224.92 0.00 0.00 00.00 12,706.14 149,553.91 ( 403,274.18 0.00 14,430.28 417,704.46 31,793.34 40,531.76 184.85 1,616.47 190,238.75 400.00 0.00 185.38 3,200.00 0.00 3,385.38 417,704.46 268,150.55 00.00 6,702.78 0.00 0.00 0.00 0.00 000000 99,382.73 99,382.73 419.59 47,886.81 65,129.45 34,253.28 216,728 130,100 4,000 17,650 1,221,213 300 1,000 22,000 404,025 1,295,000 723,248 2,018,248 1,232 2,018,248 2,017,016 TOTAL RANCHO GRANDE BUS/MARTIN REVENUE OVER/ (UNDER) EXPENDITURES TOTAL ADMINISTRATION TOTAL ADMINISTRATION EQUIP/BUILD MAINTENANCE RANCHO GRANDE BUS/MARTIN SUPPLIES/MATERIALS EXPENDITURE SUMMARY GRANTS/DONATIONS TOTAL EXPENDITURES CAPITAL OUTLAY DEPT MATERIALS MISCELLANEOUS REVENUE SUMMARY CONTRACTURAL TOTAL REVENUES CONTRACTURAL ADMINISTRATION ADMINISTRATION UTILITIES PERSONNEL OTHER TAXES

PAGE: 1 BANK: 4BCOR ACCOUNTS PAYABLE DISBURSEMENT REPORT SORTED BY CHECK 02-07-2024 08:09 AM VENDOR SET: 01 CITY OF FLORESVILLE VENDOR CLASS(ES): ALL CLASSES

VENDOR	NAME	снеск #	TOTAL	G/L 1099 ACCT NO#	ZWEŃ T/S	G/I AMOUNT
01-1909	CINTAS FAS LOCKBOX 631025	005726	112.50	N 580 501-60110	FELPS C ST MAINTENANCE	112.50
01-2749	DOCUMATION, INC.	72727	350.00	N 580 501-60910	LEASED OFFICE EQUIPTME	350.00
01-3216	DOCUMBIION, INC	005728	810.22	N 580 501-60103 580 501-60910	CONTRACT ITECH SERVICE LEASED OFFICE EQUIPTME	500.00
01-3427	ASTEX ENVIRONMENTAL SERVI	005729	230.00	N 580 501-60123	FELPS RENOVATIONS	530.00
01-3186	EMC STRATEGY GROUP	005730	5,000.00	N 580 501-60004	PROFESSIONAL/SERVICE/G	5,000.00
01-3565	WELLS CONSTRUCTION	005731	22,050.00	N 580 501-60123	FELPS RENOVATIONS	22,050.00
01-1815	VERIZON WIRELESS	005732	359.91	N 580 501-51102	UTILITIES-WIRELESS	359.91
01-1907	OFFICE DEPOT, INC.	005733	40.28	N 580 501-10701	OFFICE SUPPLIES	40.28
01-1956	DENTON NAVARRO ROCHA BERN	005734	1,624.56	Y 580 501-60102	LEGAL FEES	1,624.56
01-2749	DOCUMATION, INC.	005735	996.92	N 580 501-60103	CONTRACT ITECH SERVICE	996.92
01-1020	CITY OF FLORESVILLE	005736	140.00	N 580 501-60110	FELPS C ST MAINTENANCE	140.00
01-3216	DOCUMATION, INC	75730	794.95	N 580 501-60103 580 501-60910	CONTRACT ITECH SERVICE LEASED OFFICE EQUIPTME	294.95
01-3509	OGLIDE CLEANING SERVICES	962439	1,000.00	N 580 501-60110 580 501-60111	FELPS C ST MAINTENANCE FELPS 181 MAINTENANCE/	350.00
01-1020	CITY OF FLORESVILLE	005740	12,000.00	N 580 501-60115	GENERAL ACCOUNTING/CIT	12,000.00
01-1020	CITY OF FLORESVILLE	005741	29,822.07	N 580 200301	DUE TO GENERAL FUND	29,822.07
01-1907	OFFICE DEPOT, INC.	005742	46.99	N 580 501-10701	OFFICE SUPPLIES	19.99
01-2749	DOCUMATION, INC.	005743	350.00	N 580 501-60910	LEASED OFFICE EQUIPTME	350.00
01-1300	DREWA DESIGNS, INC.	005744	522.00	N 580 501-60940	WEBSITE/TECHNOLOGY	522.00
01-3552	FAUSTO O GARCIA	005745	2,475.00	N 580 501-60123	FELPS RENOVATIONS	2,475.00
01-2080	THE RETAIL COACH, LLC	005747	10,000.00	N 580 501-12501	RETAIL COACH	10,000.00
	1099 SLIGIBLE 1099 SXEMPT	1.9	1,624.56	1		
	*** REPORT TOTALS ***	20	89,058.40			

\*G / L EXPENSE DISTRIBUTION\*

ACCOUNT NUMBER

ACCOUNT NAME

AMOUNT

02-07-2024 08:09 AM VENDOR SET: 01 CITY OF FLORESVILLE VENDOR CLASS(ES): ALL CLASSES

ACCOUNTS PAYABLE DISBURSEMENT REPORT

SORTED BY CHECK

\*G/L EXPENSE DISTRIBUTION\*

AMOUNT	29,822.07	120.27	10,000.00	359.91	5,000.00	1,624.56	1,791.87	602.50	650.00	12,000.00	25,055.00	1,510.22	522.00	89,058.40
ACCOUNT NAME	DUE TO GENERAL FUND	OFFICE SUPPLIES	RETAIL COACH	UTILITIES-WIRELESS	PROFESSIONAL/SERVICE/GRANTS	LEGAL FEES	CONTRACT ITECH SERVICES	FELPS C ST MAINTENANCE/OPERATI	FELPS 181 MAINTENANCE/OPERATIN	GENERAL ACCOUNTING/CITY SVCS	FELPS RENOVATIONS	LEASED OFFICE EQUIPTMENT	WEBSITE/TECHNOLOGY	** FUND TOTAL **
ACCOUNT NUMBER	580 200301	580 501-10701	580 501-12501	580 501-51102	580 501-60004	580 501-60102	580 501-60103	580 501-60110	580 501-60111	580 501-60115	580 501-60123	580 501-60910	580 501-60940	

NO ERRORS

89,058.40

TOTAL \*\*

PAGE: 2 BANK: 4BCOR

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CITY OF FLORESVILLE REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JANUARY 31ST, 2024

2-08-2024 10:11 AM

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\$ YTD	BUDGE	
BUDGET	BALANCE	
TOTAL	ENCUMBERED	
TAM OF GRAV	ACTUAL	
	PERIOD	
	CURRENT	
		ENUES

		AS OF: UA	JANUARI SISI, 2027			
580-FEDC - 4B				% OF	% OF YEAR COMPLETED:	33.33
REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DAIE ACTUAL	TOTAL ENCUMBERED	BUDGET	% YTD BUDGET
ADMINISTRATION						
TAXES 580-401-41401 SALES TAX TOTAL TAXES	1,295,000	99,382.73	403,274.18	00.00	891,725.82	31.14
GRANTS/DONATIONS 580-401-48500 PALOMA SENIOR VILLAGE LOAN 580-401-48501 F&W LOAN 580-401-48502 SALE OF MEMORIAL BRICKS TOTAL GRANTS/DONATIONS	0000	00.0	00000	0.00	0.00	0.00
MISCELLANEOUS 580-401-49901 MISCELLANEOUS	15,000	00.0	9,690.40	00.00	5,309.60	64.60
580-401-49908 PROCEEDS-SALE OF PROPOERTY 580-401-49909 BOND PROCEEDS 580-401-49910 BANK INTEREST		00.0	0.00 4,739.88 0.00	00.00	0.00 10,260.12 693,248.00	31.60
580-401-49950 FUND BALANCE DRAW TOTAL MISCELLANEOUS	723,248	00.0	14,430.28	00.0	708,817.72	2.00
TOTAL ADMINISTRATION	2,018,248	99,382.73	417,704.46	00.00	1,600,543.54	20.70
TOTAL REVENUE	2,018,248	99,382.73	417,704.46	0.00	1,600,543.54	20.70

## CITY OF FLORESVILLE REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JANUARY 31ST, 2024

																						* , ****															
33.33	% YTD BUDGET		14.97	16.05	16.18	13.86	0.00	14.67	46.15	100.00	0.00	16.28	2.55	143.40	00.0	10.91	20.00	100.00	36.13	100.00	33.79	6.54	4.83	5.90	18.25	15.42	4.18	9.16	6	33.33	00.00	00.00	21.81	30.39	1.81	00.00	)
% OF YEAR COMPLETED:	BUDGET BALANCE		140,860.36 0.00	10,639.42	13,037.61	15,245.27	0.00	184,934.66	3,231.00	00.0	100.00	418.61	4.872.60	868.00)	00-00	44,543.92	13,000.00 6 531 63	00.00	9,580.31	00.00	86,138.26	2,336.41	1,427.50	3,763.91	531.38	5,920.29	9,581.86	16,033.53		40,000.00	2,400.00	24,353.75)	31,275.70	8,353.02	49,097.28	12,000.00	90,000,00
* OF	TOTAL ENCUMBERED		00.00	00.0	00.0	00.0	00-0	00.0	00.0	00.00	00.0	00.00	0.00	2,868.00 (	00.0	394.90	0.00	04.12	00.0	0.00	3,429.98	43.74	7.50	51.24	0.00	00.00	0.00	00.00	,	00.00	00-0	00-0	0.00	00.0	00.00	00.0	00.0
11010 INDINGO	YEAR TO DATE ACTUAL		24,789.64	2,033.58	2,517.39	2,452.73	00.0	31,793.34	2,769.00	3,000.00	00.0	81.39	127 40	00.0	00.00	5,061.18	0.00	3,384.25	5,419.69	10,000.00	40,531.76	119.85	65.00	184.85	118.62	1,079.71	418.14	1,616.47		20,000.00	00-0	24,353,75	8,724.30	3,646.98	902.72	0.00	00.00
A3 OF .	CURRENT PERIOD		4,846.16	359.04	792.50	705.08	00.00	6,702.78	00.0	00.0	00.00	00.0	120.27	00.0	00.0	00.0	0.00	0.00	00.0	10,000.00	10,120.27	00.0	00.0	00.0	89.68	359.91	00.00	419.59		5,000.00	00.0	00.0	1.624.56	1,791.87	00.00	00.0	00.00
	CURRENT BUDGET		165,650	12,673	15,555	17,698	5,152	216,728	0,000	3,000	100	500	3,500	3,000	0	20,000	15,000	10,000	15.000	10,000	130,100	2,500	1,500	4,000	650	7,000	10,000	17,650		00,09	200	00 5 7 7	40.000	12,000	50,000		60,000
580-FEDC - 4B DEPARTMENT - ADMINISTRATION	DEPARTMENTAL EXPENDITURES	PERSONNEL	SALARIES	580-501-00110 OVEKIIME WAGES 580-501-00201 PAYROLL TAXES	RETIREMENT	EMPLOYEE INSU		580-501-00/01 UNEMPLOYMENT TOTAL PERSONNEL	SUPPLIES/MATERIALS	580-501-10202 SUBSCRIPTIONS	FILING FEES	580-501-10601 POSTAGE		580-501-10/05 MEETING EXPENSE					580-501-1120/ POW WOW E80-501-12401 TREAVEL/TREATNING		- LJ	EQUIP/BUILD MAINTENANCE	580-501-30107 LUBE & SUPPLIES	TOTAL EQUIP/BUILD MAINTENANCE	UTILITIES  - FELEPHONE	UTILITIES-WI	UTILTTES-EL	TOTAL UTILITIES		PROFESSIONAL	580-501-60005 LEASE-VEHICLE	CONTRACT SERVICE					580-501-60106 SPECIAL COUNCIL/LITIGATION

# CITY OF FLORESVILLE

2-08-2024 10:11 AM

REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JANUARY 31ST, 2024 580-FEDC - 4B DEPARTMENT - ADMINISTRATION

33.33

% OF YEAR COMPLETED:

PAGE:

52.27 0.45 0.00 127.20 0.00 0.00 0.00 0.00 19.24 BUDGE 500.00 23,313.65 0.00 00.0 00.00 0.00 0.00 0.00 4,772.75 1,360.00 36,200.00 0.00 0.00 0.00 0.00 515.96 200.00 36,000.00 14,089.67 362,915.73 118,000.00 0.00 0.00 00.0 00.0 00.0 00.0 48,821.00 6,000.00 50,000.00 5,432.32 8,076.00 25,500.00 0.00 1,021,749.33 75,000.00 23,999.00 115,000.00 41,834.00 25,000.00 122,792.00 211.92 0.00 0.00 0.00 0.00 0.00 0.00 0.00 8,625.00 0.00 0.00 0.00 0.00 0.00 0.00 388.00 0.00 0.00 0.00 ENCUMBERED 400.00 00.0 0.00 0.00 0.00 0.00 0.00 0.00 400.00 0.00 0.00 6,360.00 0.00 00.0 0.00 0.00 0-00 0.00 00.0 0.00 9,272.12 5,227.25 0.00 0.00 0.00 0.00 0.00 0.00 0.00 12,000.00 6,686.35 910.33 219.00 6,179.68 1,924.00 190,238.75 YEAR TO DATE ACTUAL 0.00 0.00 00.0 0.00 0.00 0.00 0.00 0.00 00.0 0.00 0.00 00.0 0.00 0.00 00.0 0.00 650.00 12,000.00 24,525.00 522.00 00.0 0.00 00.0 1,160.22 0.00 47,886.81 CURRENT PERIOD 10,000 10,000 5,000 30,000 4,000 48,000 15,000 36,200 6,000 600 50,000 00 41,834 450,473 118,000 49,040 400 000,000 12,000 10,000 25,500 1,221,213 75,000 23,999 15,000 25,000 122,792 404,025 CURRENT BUDGET 580-501-60111 FELPS 181 MAINTENANCE/OPER 580-501-60112 BUISINESS LOOP MAINT/OPERA 580-501-60110 FELPS C ST MAINTENANCE/OPE 580-501-60113 VETERAN'S BUS PARK MAINTEN 580-501-60116 CITY PARKS MAINTENANCE & D 580-501-60119 DOWNTOWN SIDEWALK LIGHTING 580-501-60127 DOWNTOWN BUILDING LIGHTING 580-501-60109 HEALTH REIMBURSEMENT ARAGN 580-501-60115 GENERAL ACCOUNTING/CITY SV 580-501-60128 FEDC BUSINESS LOOP PROJECT 580-501-90213 FELPS BOND PAYMENT - INTER 580-501-90202 PARK BOND PAYMENT-PRINCIPA FELPS BOND PAYMENT - PRINC 580-501-90214 FELPS BOND PAYMENT - ADMIN 580-501-90850 DEBT SERVICE - BOND PAYMEN 580-501-98900 DOWNTOWN PARKING LOTS FUND 580-501-98902 GRANT MATCH FOR ADA SIDEWA 580-501-90203 PARK BOND PAYMENT-INTEREST 580-501-98901 EVENT CENTER PARKING FUNDI 580-501-98888 CAPITAL CONTRIBUTION-F602 580-501-99999 FUND BALANCE MAINTENANCE 580-501-60117 NEW BUSINESS DEVELOPMENT 580-501-60910 LEASED OFFICE EQUIPTMENT 580-501-60121 SIDEWALK INFRASTRUCTURE 580-501-60122 CONTINGENT - FUND DRAW 580-501-90301 TRSF OUT -BOND PAYMENT OTHER 580-501-90110 DEPRECIATION EXPENSE 580-501-60124 DEPOT RENOVATIONS 580-501-60125 HIKE AND BIKE MATCH 580-501-60129 FLORESVILLE SIGNAGE 580-501-60130 CHAMBER MEMBERSHIPS 80-501-65005 LIABILITY INSURANCE 580-501-60940 WEBSITE/TECHNOLOGY 580-501-60123 FELPS RENOVATIONS 580-501-90201 BOND ISSUANCE FEE 580-501-90460 SPORT PARK MAINT 580-501-61001 MANAGEMENT FEE 580-501-80100 CAPITAL OUTLAY 580-501-60126 FELPS PURCHASE 580-501-61100 MANAGEMENT FEE 580-501-60118 FISD PROJECT 580-501-65010 DEBT EXPENSE DEPARTMENTAL EXPENDITURES 580-501-60120 MISC S.B TOTAL CAPITAL OUTLAY 580-501-60107 SOFTWARE TOTAL CONTRACTURAL CAPITAL OUTLAY TOTAL OTHER 580-501-90212

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CITY OF FLORESVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2024

PAGE: 4

% YTD BUDGET % OF YEAR COMPLETED: 33.33 BUDGET BALANCE ENCOMBERED YEAR TO DATE ACTUAL CURRENT PERIOD CURRENT 580-FEDC - 4B DEPARTMENT - ADMINISTRATION DEPARTMENTAL EXPENDITURES

1,716,244.69 12,706.14 264,765.17

65,129.45

1,993,716

TOTAL ADMINISTRATION

13.92

580-FEDC - 4B DEPARTMENT - RANCHO GRANDE BUS/MARTIN

S

PAGE:

% OF YEAR COMPLETED: 33.33

CITY OF FLORESVILLE REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

0.00 18.54 0.00 0.00 26.67 0.00 0.00 % YTD BUDGET 14.53 0.00 0.00 10,000.00 8,800.00 300.00 814.62 18,800.00 0.00 19,914.62 BUDGET BALANCE 00.00 0.00 0.00 0.00 0.00 ENCUMBERED TOTAL 0.00 00.00 185.38 3,200.00 0.00 3,385.38 YEAR TO DATE ACTUAL 0.00 0.00 0.00 0.00 0.00 CURRENT PERIOD 300 1,000 10,000 22,000 00 300 23,300 CURRENT BUDGET 580-505-49301 STREET CONST.-CAPITAL OUTL 580-505-60107 PROFESSIONAL/MOWING 580-505-60110 PROFFES. FEES-SALE PROPER 580-505-49302 DETENTION PONDS-CAPITAL OU CONTRACTURAL 580-505-60101 PROFESSIONAL/ENGINEERING 580-505-60104 CONTRACT SERVICES UTILITIES 580-505-56101 UTILITIES - ELECTRIC TOTAL UTILITIES DEPT MATERIALS 580-505-45005 SIGN MAINTENANCE 580-505-49300 STREET/CURB/DRAINAGE OTHER 580-505-90110 DEPRECIATION EXPENSE TOTAL RANCHO GRANDE BUS/MARTIN DEPARTMENTAL EXPENDITURES TOTAL DEPT MATERIALS TOTAL CONTRACTURAL TOTAL OTHER

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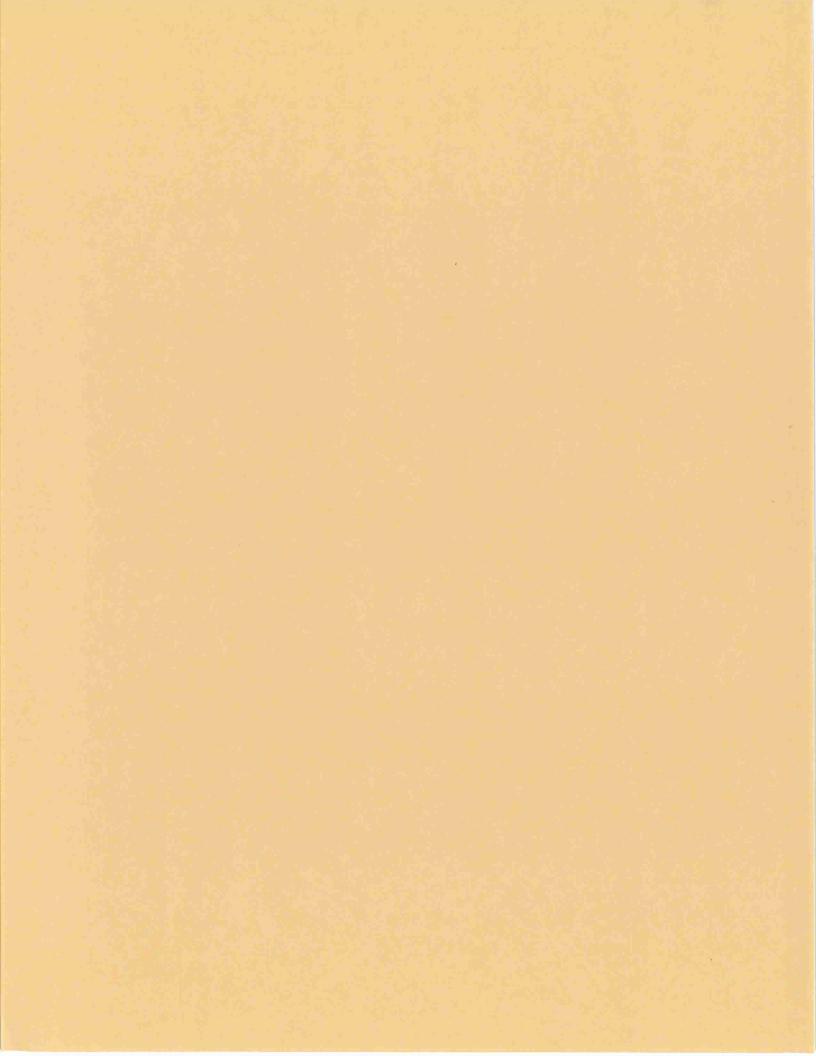
580-FEDC - 4B

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PAGE:

CITY OF FLORESVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2024

% YTD BUDGET % OF YEAR COMPLETED: 33.33 12,706.14)( 135,615.77)1,107.77 13.92 1,736,159.31 BUDGET BALANCE 12,706.14 TOTAL ENCUMBERED 149,553.91 ( 268,150.55 YEAR TO DATE ACTUAL 65,129.45 34,253.28 CURRENT PERIOD 2,017,016 1,232 CURRENT BUDGET REVENUE OVER/ (UNDER) EXPENDITURES DEPARTMENTAL EXPENDITURES TOTAL EXPENDITURES





### FEDC President Notes Updated 2.9.2024

- As part of the SAM agreement with the Small Business Administration, the SBA San Antonio District Office dispatched its mobile unit to the FEDC on January 26, 2024, from 11 a.m. 2 p.m. SBA officials were onsite to meet with local business owners and aspiring entrepreneurs. EMC is coordinating with the SBA for the next site visit. SBA plans several visits to Floresville this year.
- FEDC is pending approval from the DOD for its SkillBridge application. The application was submitted in December. EMC is coordinating with Jose Ontiveros, of the Joint Transition Readiness Center at JBSA.
- The FEDC will host the Veterans Benefits Administration team in March for an onsite visit. VBA is part of the Veterans Administration. VBA manages benefit services for veterans through awareness, education, outreach, referrals, and registration of benefits. EMC is coordinating scheduling with Renee Coker, Assistant Service Center Manager, of the San Antonio branch. EMC will also coordinate with the Wilson County Veterans Service Officer (VSO), and the City of Floresville for promotion of the scheduled date. VBA plans several visits to Floresville this year.
- The Community Project Funding Request for the Floresville Regional Business Center remains pending in the FY2024 appropriations bill. EMC is maintaining regular contact with the Office of Congresswoman Monica De La Cruz and her staff and receiving updates on the project.
- EMC is preparing a pre-application for a Business Incubator at the Floresville Business Center through the USDA Rural Business Development Grant Program. No local match is required. Eligible items include office equipment, renovation, and construction. EMC will present an overview of this project in March.
- The proposed Floresville to DC Spring Trip is May 5-10. Congresswoman Monica De La Cruz has asked the FEDC, City, and County to consider participating in a DC trip this week as she will host several cities for the TX-15 Legislative Days on May 6-9. The event will include federal agency meetings and meetings with Congressional leaders. EMC is supporting this event and will coordinate scheduling for the FEDC, City, and County.
- EMC is coordinating a workshop with Coastal Bend College, Floresville ISD, Workforce Solutions Alamo, and the FEDC to develop a skills training certification program for high-demand jobs in Wilson County. EMC has coordinated a highly successful trades certification program in Atascosa County since 2021. Date to be announced.
- EMC is proposing a FEDC Business Ventures Program that may provide small business grants to area businesses to support business development. EMC has coordinated a similar program in Pleasanton since 2021. EMC will present the concept project at a future FEDC meeting.
- EMC will coordinate a Texas Legislative Interim Session Workshop with the FEDC and City in June in preparation for the next legislative session, which begins in January 2025.



### PAMPERED POOCH PARLOR

1 SRALLA ELECT.

2 CORE DISPLAYS - SIGN

\$ 2,581.57

\$ 3,388.06 (-\$140 PERMIT IS

\$ 5,969.63 EXCLUDED)

**GRANT AMT 50% OF TOTAL =** 

\$ 2,984.82

**SUPPLEMENT 1.17.2024** 

3 **CANYON LAKE CONSTRUCTION LLC** concrete slab for the sign.

**GRANT AMT 50% OF TOTAL =** 

\$ 1,493.50

\$ 746.75

**GRANT INTITIAL AND SUPPLEMNT =** 

\$ 3,731.57

CXN 1/17/23



Garryon Lake Construction, LLC 3055 Ranch Trail Rd San Antonio, TX 78264 US +1 2103051700 ashleyjctr@gmail.com Invoice 1408

BILLTO

Karen

Papmpered Pooch

DATE 01/16/2024 PLEASE PAY

DUE DATE 01/16/2024

ACTIVITY	QTY	RATE	AMOUNT
Services Concrete sign pad , metal post, guard rail, 8ft long 2 ft 18" deep and install signage		1,450.00	1,450.00
Services  ""Guard Rail material may vary in pricing, not to exceed 150\$		0.00	0.00
Convenience Fee 3%		43.50	43.50
Q	PAYMENT		1,493.50
	TOTAL DUE		\$0.00

1

THANK YOU.



### FACADE GRANT APPROVAL AGREEMENT FORM

I have met with the City of Floresville Economic Development Director, and I fully understand the Façade and Signage Reimbursement Grant Procedures and Details established by the City of Floresville Economic Development Corporation Board of Directors. I intend to use this grant for the aforementioned repovation projects.

I have read the Façade and/or Signage Reimbursement Grant Application Policy and Procedures including the Façade Reimbursement Grant Details. I understand that if I am awarded a Façade and/or Signage Reimbursement Grant by the City of Floresville Economic Development Corporation Board, any deviation from the approved project may result in the partial or total withdrawal of the Façade Reimbursement Grant.

I agree to complete the approved project within one (1) year of the date of approval of the project. I agree not to alter or change the façade improved with the grant funds without the prior written approval of Floresville Economic Development Corporation within five (5) years from the date of issuance of the Occupancy Permit by the City of Floresville. If the façade is altered for any reason within one (1) year from the completion of construction, I may be required to reimburse the City of Floresville immediately for the full amount of the Façade and/or Signage Reimbursement Grant.

Business Name: Pampered Pooch Parlor	-
Applicant's Signature: Karon Froto	Date: 11/27/23
Building Owner's Signature: Van Forte	Date: 11/27/23
Economic Development Director's Signature: Walte Way	e Neban
Date: 11-20-2023	)
FEDC President: Dan De Page	
Date: 11-29-2023	-

### Floresville Economic Development Corporation Facade and Signage Improvement Program Application

Please return completed application with necessary attachments and signature to City of Floresville Economic Development Office, 1140 D Street, Floresville, Texas 78114. If you have any application questions, please contact the Economic Development Executive Director at 830-581-9998.

Applicant Namé		Date 11/27/23
Kuren Foster		
Business Name Pam	pered Pook Parlor	
Mailing Address /70	5 10th 5T.	
Flores	ville TX 78114	
Contact Phone (830)	391-4425	
Email Address Pame	credeochparlor@Yaheo.com	
Building Owner (if diffe		
	*	
Historical/Current Build	ling Name	,
Years in business in Fl	loresville	
	Color	
*	164r5	He de

Type of Work: (check all that apply)  Facade Signage	
Details of Planned Improvements relating Grant necessary) Adding 5:3mge	Request (attach additional information if
How will this project benefit the community?  We provide a much reeded boarding Ide  multiple Clients each Week who didn't  been driving to San Antonio for these sent  business in Florewith with us.  Written Scope of Work for Grant (what do you wan	ces. I would like to keep their
[] I have attached a separate sheet for this informa-	tion.
Photo(s) and/or drawing(s) of proposed design a	ttached (required).
Written bids for cost estimates to present to FEI address of company or person providing estimate(s	OC Board (required). Mus: have name and
If my project is approved for the grant match, I und of the finished project to present to the FEDC Board	derstand that I am required to provide photos rd prior to receiving the FEDC grant match.
I also understand that if the FEDC Board has any of finished product, the Board reserves the right to w	concerns about the quality of work and the ithdraw the grant matches at its sole discretion.
I have read and understand the FEDC Policy on C Initials.	ost Sharing Facade and/or Signage Grants.
Project Expectations Estimated Cost	Grant Requested
Facade/ Building Rehab	
Signage / Lighting \$2,581.57	\$3,054.82

Awnings

Total

TATAT	COST	OF	DDODC	CTD	<b>PROJECT</b>
IIIAI	COST		ricord	עשטו	TYOURCT

\$ 6109.63,00

### TOTAL GRANT REQUEST

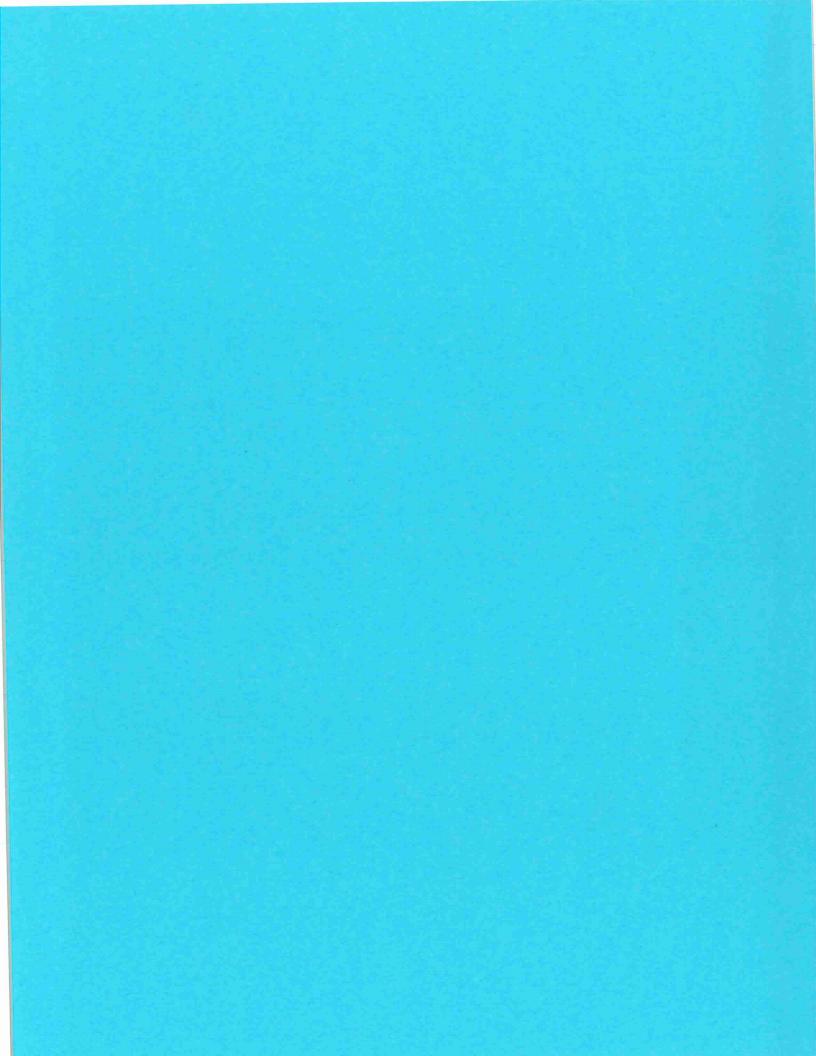
(May not exceed 50% of TOTAL COST up to \$15,000

Attach with final design drawings and photographs of building's exterior Facade.

Applicant Signature:_	Ranen Justa
Date:	11/07/03
70	
Property	
Owner	Λ .
Signature:	Karen Foste
Dt	นไรรได้รั

### FEDC Check list of Cost Sharing Facade and/or Signage Grant

Applicant Koren Justa
Date received application 11-28-23
FEDC Board meeting scheduled 12-11-23
FEDC Board Action and Date
FEDC Grant% or up to amount approved #2,984.82
ent of the contract of the con
Added Grant Stipulations:
Final Approval by the Board, Date: 12-11-23
Approved grant match and/or % Check Date Check Number;
Applicant Signature
Date
FEDC Executive Director Signature  Multt Ming Mult
Date 12-11-23



### Lease Agreement

Landlord: Floresville Economic Development Corporation

Landlord's Address: 1120 D Street, Floresville, Texas 78114

Tenant: Chance McGrath, Texas Hemp Handlers, LLC.

Tenant's Address: 11918 Elijah Strap, San Antonio, Texas 78253

Premises: The land and structures described below, subject to the Exception to

Lease and as otherwise depicted in Exhibit A to this Lease (formerly the

Floresville Electric Light & Power System property).

**Approximate acreage:** 7.0360

Approximate square feet

of rentable building space: 5,494 square feet

Street address: 1146 U.S. Highway 181

City, State, ZIP: Floresville, Texas 78114

Exception to Lease: The communications tower located on the Premises, which

is subject to the lease agreement between Landlord and Guadalupe Valley Electric Cooperative ("GVEC Lease"), and subject to the license agreement between Landlord and the Lower Colorado River Authority ("LCRA License"), both of which are incorporated herein to this Lease by reference; the GVEC Lease and LCRA License and all of the rights, duties, and obligations contained therein shall not

constitute part of this Lease.

Term (years): Ten (10) years

Commencement Date: January , 2024

Termination Date: January \_\_\_\_\_, 2034

Base Rent (yearly): \$120,000.00 per year for the first five years, payable in equal monthly

installments of \$10,000.00 (subject to the credit specified in Exhibit B), with the first payment due on the Commencement Date and continuing

on or before the \_\_\_ of each month.

Base Rent Adjustments: Beginning on the sixth anniversary of the Commencement Date and on

each subsequent annual anniversary thereafter remaining in the Term, the Base Rent shall increase by 2% (compound), as provided by the schedule included as Exhibit B to this Lease, and payable in equal monthly

installments continuing on the of each month.

Security Deposit:

\$20,000.00

**Permitted Use:** 

Hemp production, processing, storage, and distribution; along with

ancillary office and administrative uses

**Tenant's Insurance:** As required by Insurance Addendum to this Lease

### A. Tenant's Obligations

### A.1. Tenant agrees to—

- A.1.a. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
- A.1.b. Accept the Premises in their present condition "AS IS," the Premises being currently suitable for the Permitted Use.
- A.1.c. Obey (i) all state and local laws relating to Tenant's use, maintenance of the condition, and occupancy of the Premises; (ii) any requirements imposed by utility companies serving or insurance companies covering the Premises or Building; and (iii) any rules and regulations for the Building as may be adopted by Landlord.
- A.1.d. Pay, without demand, on or before the \_\_\_\_ day of the month, the Base Rent to Landlord at Landlord's Address.
- A.1.e. Pay a late charge of 5 percent of any Rent not received by Landlord by the tenth day after it is due.
- A.1.f. Obtain and pay for all utility services used by Tenant, including but not limited to electric, telephone, internet, water, and wastewater services to the Premises.
- A.1.g. Timely pay all ad valorem real (including any rollback) and personal property taxes as may be assessed against the Premises (real property) and against Tenant's personal property.
- A. I.h. Allow Landlord to enter the Premises to perform Landlord's obligations and inspect the Premises as deemed reasonably necessary by Landlord.
- A. I.i. Repair, replace, and maintain any part of the Premises that Landlord is not obligated to repair, replace, or maintain, normal wear excepted.
- A.1.j. Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord.

- A.I.k. If requested, deliver to Landlord a financing statement perfecting the security interest created by this lease.
  - A.1.1. Vacate the Premises and return all keys to the Premises on the last day of the Term.
- A.1.m. Indemnify, defend, and hold Landlord and their respective Directors, Employees, Agents, successors, and assigns harmless from any Injury (and any resulting or related claim, action, loss, liability, or reasonable expense, including attorney's fees and other fees and court and other costs) occurring, either before or after the end of the Term, in any portion of the Premises if Caused, in whole or in part, by the acts or omissions of Tenant, its Agents, successors, and assigns, or those acting on Tenant's behalf, including in whole or in part by their negligent acts or omissions.

### A.2. Tenant agrees not to—

- A.2.a. Use the Premises for any purpose other than the Permitted Use.
- A.2.b. Create a nuisance.
- A.2.c. Cause payments of any assessed ad valorem taxes to become delinquent, or allow any insurance policies obtained by Tenant applicable to the Premises to lapse;
  - A.2.d. Permit any waste.
- A.2.e. Use the Premises in any way that would increase insurance premiums or void insurance on the land or Building.
  - A.2.f. Change Landlord's lock system.
  - A.2.g. Alter the Premises.
  - A.2.h. Allow a lien to be placed on the Premises.
- A.2.i. Assign this lease or sublease any portion of the Premises without Landlord's written consent.

### B. Landlord's Obligations

### B.1. Landlord agrees to—

- B.1.a. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date, unless sooner terminated as provided herein.
- B.1.b. Repair, replace, and maintain the (i) roof, (ii) foundation, and (iii) structural soundness of the exterior walls, doors, corridors, and windows.
- *B.1.c.* Return the Security Deposit to Tenant, less itemized deductions, if any, on or before the sixtieth day after the date Tenant surrenders the Premises.

### B.2. Landlord agrees not to—

- B.2.a. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.
  - B.2.b. Unreasonably withhold consent to a proposed assignment or sublease.

### C. General Provisions

### Landlord and Tenant agree to the following:

- C.1. Alterations. Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at the end of the Term and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted.
- C.2. Abatement. Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant may not abate Rent for any reason.
- C.3. Insurance. Tenant will maintain the insurance coverages described in the attached Insurance Addendum.

### C.4. Casualty/Total or Partial Destruction

- *C.4.a.* If the Premises are damaged by casualty and can be restored within ninety days, Landlord will, at its expense, restore the roof, foundation, and structural soundness of the exterior walls of the Premises to substantially the same condition that existed before the casualty. Tenant will, at its expense, be responsible for replacing any of its damaged furniture, fixtures, and personal property.
- C.4.b. If the Premises cannot be restored within ninety days, Landlord has an option to restore the Premises. If Landlord chooses not to restore, this lease will terminate. If Landlord chooses to restore, Landlord will notify Tenant of the estimated time to restore and give Tenant an option to terminate this Lease by notifying Landlord within ten days. If Tenant does not terminate this Lease, the Lease will continue and Landlord will restore the Premises as provided in D.5.a. above.

### C.5. Condemnation/Substantial or Partial Taking

- *C.5.a.* If the Premises cannot be used for the purposes contemplated by this Lease because of condemnation or purchase in lieu of condemnation, this lease will terminate.
- C.5.b. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.
- C.6. Uniform Commercial Code. Tenant grants Landlord a security interest in Tenant's personal property now or subsequently located on the Premises. This lease is a security

agreement under the Uniform Commercial Code. Landlord may file financing statements or continuation statements to perfect or continue the perfection of the security interest.

C.7. GVEC Lease and LCRA License. Tenant agrees and understands that the Guadalupe Valley Electric Cooperative ("GVEC") retains the right of ingress and egress over and through the Premises in order to exercise its rights and obligations as a tenant pursuant to the GVEC Lease. Tenant also agrees and understands that the Lower Colorado River Authority ("LCRA") retains ingress and egress rights over and through the Premises in order to exercise its rights and obligations as a licensee pursuant to the LCRA License. Tenant therefore agrees not to prohibit, impede, or otherwise obstruct or deny GVEC or LCRA any ingress, egress, or access rights, or use of, the Communications Tower located on the Premises, pursuant to their respective rights and obligations under the GVEC Lease and the LCRA License.

### D. Default

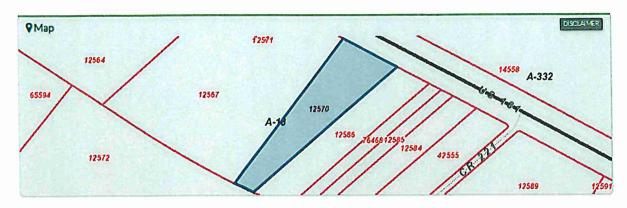
- D.1. Default by Landlord/Events. Defaults by Landlord are failing to comply with any provision of this Lease within thirty days after written notice.
- D.2. Default by Landlord/Tenant's Remedies. Tenant's remedies for Landlord's default are to sue for damages or terminate this Lease. Tenant may not terminate under this paragraph while in arrears for Rent.
- D.3. Default by Tenant/Events. Defaults by Tenant are (a) failing to pay Rent timely, (b) abandoning the Premises or vacating a substantial portion of the Premises, and (c) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b).
- D.4. Default by Tenant/Landlord's Remedies. Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises and sue for Rent as it accrues; (b) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the Rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; or (c) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.
- D.5. Default/Waiver. All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provisions of this lease or its acceptance of late installments of Rent will not be a waiver and will not estop Landlord from enforcing that provision or any other provision of this lease in the future.
  - D.6. Landlord's Recovery of Rent and/or Damages for Tenant's Default
- D.6.a. If Tenant is in arrears on the payment of Rent and Landlord has terminated Tenant's possession, Landlord may sue Tenant for Rent as it accrues and periodically take judgments without prejudice to sue for Rent that may accrue in the future. Landlord recognizes the duty to mitigate Rent.

- D.6.b. If Tenant has anticipatorily breached the Lease and Landlord has terminated the Lease, Landlord may sue Tenant for damages for Rent that may accrue for the remainder of the Term of the lease. The measure of damages is the difference between the Rent for the remainder of the Term and the fair market value of the Premises discounted to its present value. Nothing in this section shall prevent Landlord from suing for Rent as it accrues and suing for damages for Rent that will accrue through the end of the lease Term under this section.
- D.7. Security Deposit. If Tenant defaults, Landlord may use the Security Deposit to pay arrears of Rent, to repair any damage or injury, or to pay any expense or liability incurred by Landlord as a result of the default.
- D.8. Holdover. If Tenant does not vacate the Premises following termination of this Lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.
- D.9. Alternative Dispute Resolution. Landlord and Tenant agree to mediate in good faith before filing a suit for damages.
  - D.10. Venue. Exclusive venue is in Wilson County, Texas.
- D.11. Entire Agreement. This lease and its exhibits are the entire agreement of the parties concerning the lease of the Premises by Landlord to Tenant. Landlord has not made and does not make any representations about the commercial suitability, physical condition, layout, footage, expenses, or operation of the Premises or any other matter affecting or relating to the Premises and this agreement. As an inducement to Landlord to enter into this lease, Tenant expressly acknowledges and warrants that no such representations have been made and Tenant is not relying on any representations not contained in this lease and any exhibits, addenda, and riders. This lease may be amended only by an instrument in writing signed by Landlord and Tenant.
- D.12. Limitation of Warranties. There are no implied warranties of suitability, of merchantability, of fitness for a particular purpose, or of any other kind arising out of this lease, and there are no warranties that extend beyond those expressly stated in this lease.
- D.13. Notices. Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, or email and will be effective when received. Any address for notice may be changed by written notice given as provided herein.
- D.14. Abandoned Property. Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

(Signature page follows)

LANDLORD:		
Floresville Economic Development Co	orporation	
David Del Bosque	Francisco -	
Its: President		
Date		
Bute		
TENANT:		
Texas Hemp Handlers, LLC		
By: Chance McGrath		
Its:		
Date		

EXHIBIT A
Premises



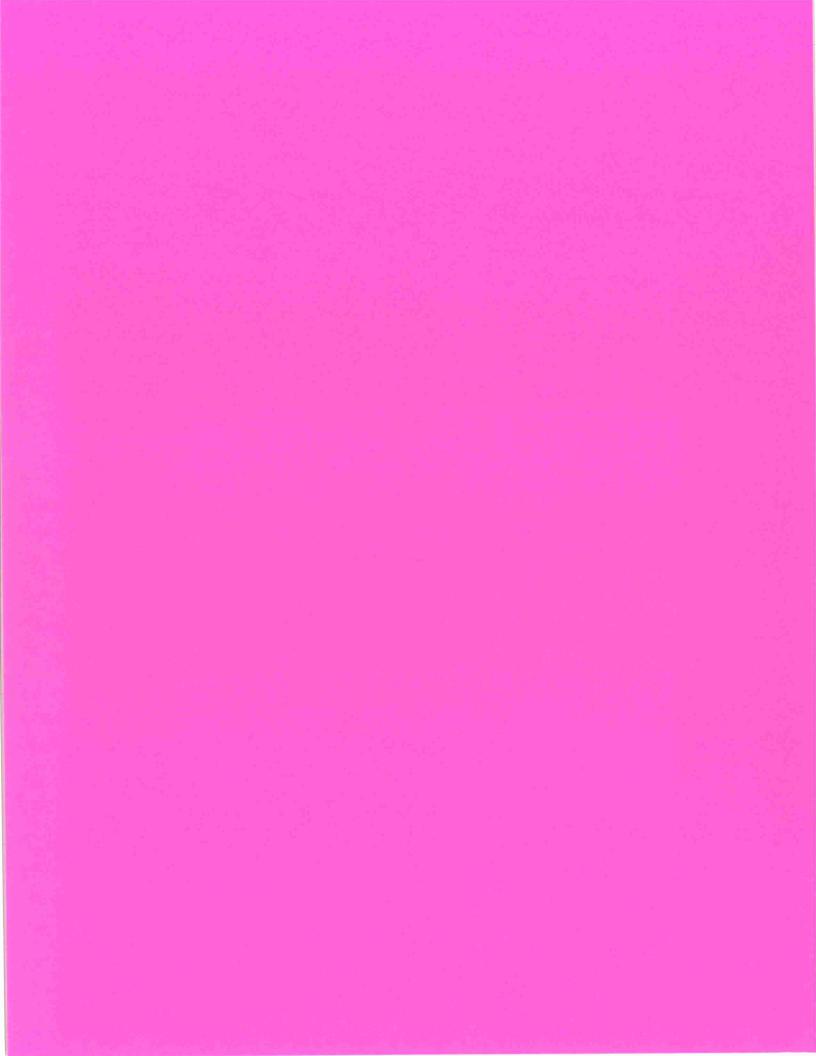


### Exhibit B

**Rent Payments:** Initial Term: \$120,000.00 for the first five years; increasing by 2% (compound) for each year remaining in the Initial Term, as follows:

Year 1:	\$120,000.00	Monthly Payment:	\$10,000.00*
Year 2:	\$120,000.00	Monthly Payment:	\$10,000.00
Year 3:	\$120,000.00	Monthly Payment:	\$10,000.00
Year 4:	\$120,000.00	Monthly Payment:	\$10,000.00
Year 5:	\$120,000.00	Monthly Payment:	\$10,000.00
Year 6:	\$122,400.00	Monthly Payment:	\$10,200.00
Year 7:	\$124,848.00	Monthly Payment:	\$10,404.00
Year 8:	\$127,344.96	Monthly Payment:	\$10,612.08
Year 9:	\$129,891.86	Monthly Payment:	\$10,824.32
Year 10:	\$132,489.70	Monthly Payment:	\$11,040.80

<sup>\*</sup> The first monthly payment of Year 1, which is due at the Commencement Date, will be credited in the amount of \$1,000.00 due to a previous payment made by Tenant to Landlord in even amount, in anticipation of an earnest money transaction.



### **PROPOSAL**

Corner Beautification Standish St. and Tenth St. Floresville, TX 78114

### **CLIENT**

Floresville Economic Development Corporation 1210 C Street Floresville, TX 78114 Assistant@floresvilleedctx.gov

### CONTRACTOR

Jordan Martin

Landloch Studio, LLC

P.O. Box 574

La Vernia, TX 78121

jordan@landlochstudio.com

### **PROJECT OVERVIEW**

The Client is seeking services for the following: Schematic Design and Construction Documents. The proposal outlines the services and estimated costs for completing the proposed project.

### **SERVICES**

Landloch Studio, LLC will complete the following deliverables and services.

### Task I

- · Initial site visit
- · Inventory of existing trees and site elements
- Analysis of pedestrian and vehicular circulation, wayfinding, and business corridors and visibility

### Task II - Schematic Design

- · Drafting site plan
- · Rendered conceptual design with imagery
- In-person presentation
- Revisions and 100% completion of Schematic Design package

### Task III - Construction Documents

- · Demolition plan
- · Site layout and dimension plan
- Hardscape plan
- Planting plan

Task III - Construction Documents cont.

- Site materials and plant image board
- Site details plan
- Plan rendering for marketing purposes
- Opinion of probable cost (OPC)
- · Construction observation
- In-person page turn presentation
- Revisions and 100% completion of construction document package

### TIMELINE

Landloch Studio will begin work when the signed proposal is returned, and estimates 6 weeks to complete the Schematic Design and Construction Document package.

### **FEE SCHEDULE**

Landloch Studio, LLC estimates the following pricing for the deliverables in this project:

Schematic Design fee: \$2,500

Construction Document fee: \$3,500

### **TOTAL FEE: \$6,000**

\*Fee due upon 100% completion of plans

### **PRINTING**

Cost of printing will be billed to client. Receipts will be included.

Task I: site plan for preliminary sketching

Task II: plans printed for schematic design presentation

Task III: plans printed for construction document presentation

### **ADDITIONAL SERVICES**

Authorized Agent

Additional services are services that are not included in the scope of work listed above. Additional services will only be provided with approval from the Client and agreement to compensate Landloch Studio, LLC.

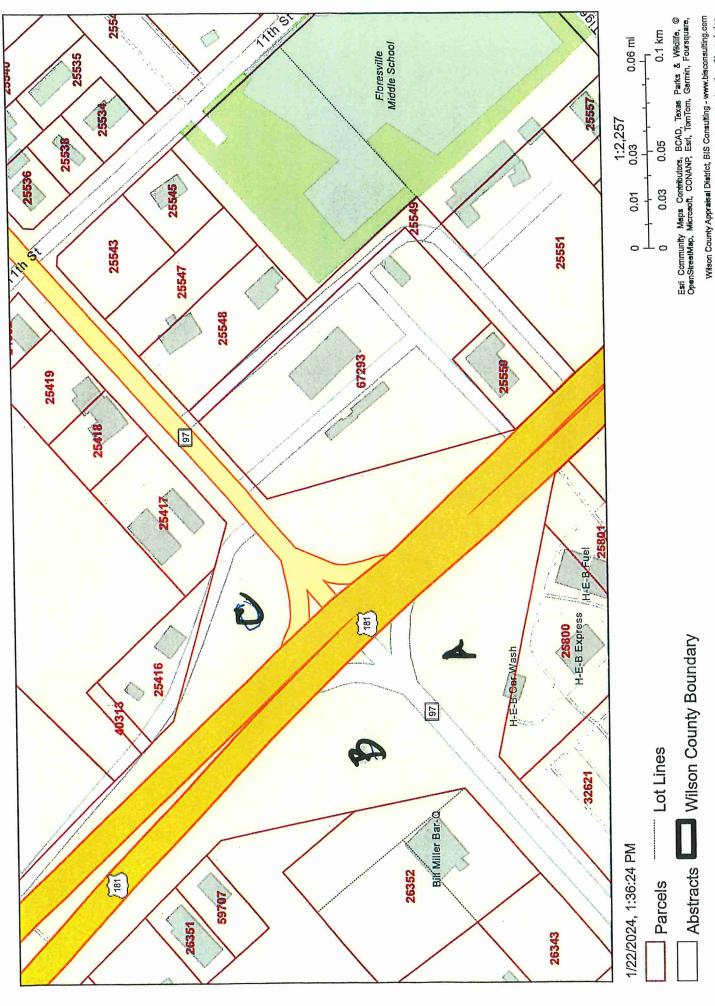
Additional services may include:

 Significant revisions and changes to drawings after 100% completion of plans has been agreed upon by all parties

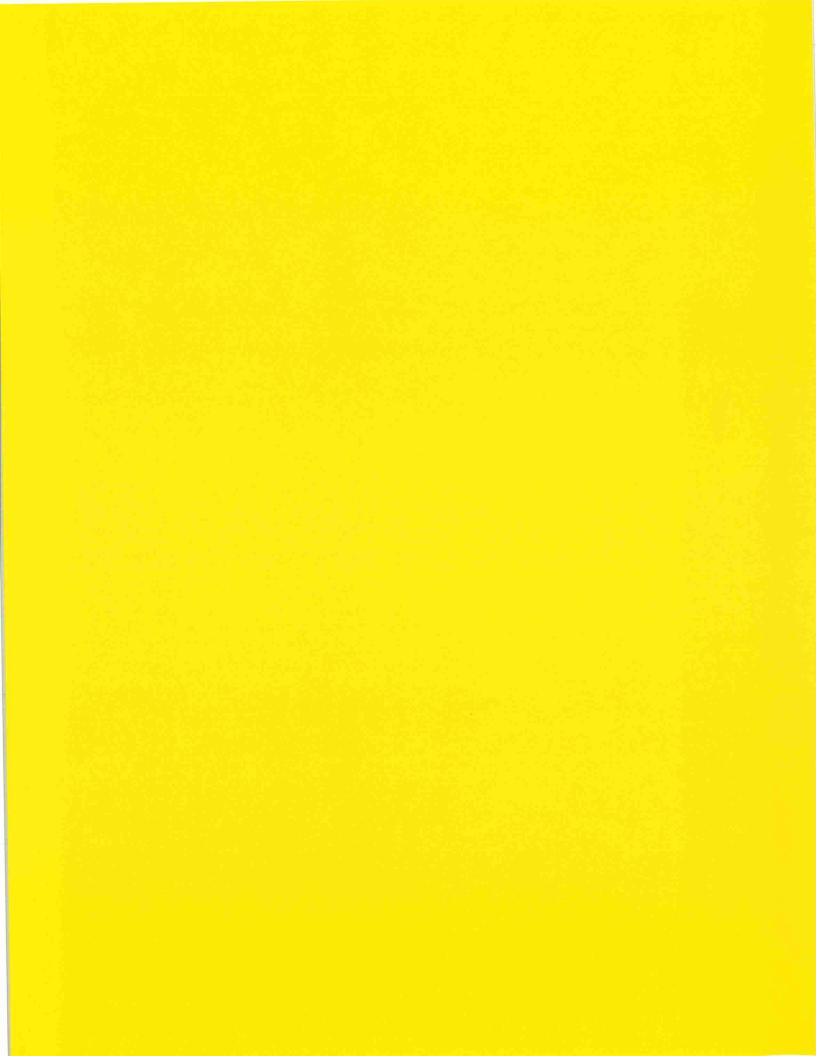
<ul> <li>Irrigation plans</li> </ul>			
PROPOSAL ASS  Client shall proimprovements,	vide an existing survey of prop	perty and any other plans containing utilities	
signed copy of t	he agreement to Landloch Stu	e of \$6,000, please sign below. Please return dio, LLC in order to move forward with the	
AGREED	LANDLOCH STUDIO,	d to miranda@landlochstudio.com	
AGREED			
AGREED  Jordan Martin, C	LANDLOCH STUDIO,	LLC	
John Mist	LANDLOCH STUDIO,	LLC 01/29/2024	

Date

# Wilson CAD Web Map



Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.





# **PROPOSAL**

# Where Progressive Companies Meet Growing Communities.



ExpansionSolutionsMagazine.com

PRINT | DIGITAL | ANALYTICS
ONLINE | SOCIAL MEDIA | CUSTOM CONTENT
LEADGEN PROGRAM | eNEWSLETTER | AD DESIGN
CONFERENCE COVERAGE | MEDIA TOURS
ONLINE BRANDING CAMPAIGNS

55,000

20,000 Print Circulation 35,000 Digital Magazine Recipients

24% (Consultants) 24% (Corporate Real Estate Brokers)

30% (Manufacturing 8 (Corporate Real Estate Brokers )

22%
(Industry Economic Developers/

Professionals)

Expansion Solutions (ES) is a leading media outlet for world-class economic development content, key industry-related trends, education, and breaking economic development news. ES facilitates connections between expanding companies and economic development professionals while assisting in the growth and maintenance of key relationships between a vital community of business professionals with their fingers on the pulse of economic development.

Through our bi-monthly digital and print magazine, website, eNewsletter, social media and digital campaigns – ES has created a multi-layer platform for Site Selection Consultants, Corporate Real Estate Brokers, C-level Executives, SVPs, VPs and Economic Development Organizations to exchange ideas and collaborate.

As a full-service, multi-media company with a complete suite of tools available for branding, marketing, public relations, and business recruitment assistance, ES provides a full spectrum of services and assists in bridging the gap between corporate decision makers and public and/or private agencies seeking investment. Our mission is to provide outstanding, current event driven content to inform our readers of the latest trends, news, legislation, financial programs and insights crucial to facility planning.

### Circulation

The readership of Expansion Solutions Magazine is comprised of more than 55,000 of the most powerful decision makers involved in corporate expansion and site selection. Additionally, ES provides its advertisers with bonus distribution at key industry-related conferences which correspond with highly-targeted industries featured throughout the editorial calendar. The ES digital edition, as well as archived issues are available at *ExpansionSolutionsMagazine.com*.

### Digital Viewership 150,000 +/-

### ExpansionSolutionsMagazine.com

Average Website Views: 150,000 +/-Newsletter Recipients: 35,000 +/-Social Media Followers:

- Twitter 2,300 +/-
- LinkedIn 4,700 +/-



As a widely-used resource for professionals seeking content, information and research regarding site location or facility planning, industry trends, directory listings and much more, ExpansionSolutionsMagazine.com yields an average yearly viewership of over two million. This ensures online content and advertisements will be seen by the most qualified professionals who are actively engaged in business expansion and facility planning projects.

### **Delivering Brand Awareness**

Brand awareness marketing campaigns have been part of Expansion Solutions' repertoire since its inception in 2002. We primarily handle marketing/branding campaigns in a variety of print, digital and social media platforms for cities, counties, regions, provinces, state agencies as well as other areas/locations from around the world. For example, the following list of state agencies have chosen to successfully promote their brand through ESM:

### **Digital Media Campaigns**

Our Digital Media campaigns with real-time reporting, utilize the large, yet extremely targeted database of key decision makers and influencers developed by ES through numerous proprietary resources. Our unique database can direct your display or video ads to our exclusive audience through social media channels and millions of websites across the internet. This allows you to connect with ideal prospects on a tremendous scale while working together with print/digital advertising to create an unparalleled, cohesive marketing impact for your organization.



# Digital Homepage Recommendation

Ad position based on availability at time of purchase.

# Homepage

Banner - 5 Months

Live Date: 3/15/24 to 08/14/2024 Ad Unit Size: 728 x 90

# Note:

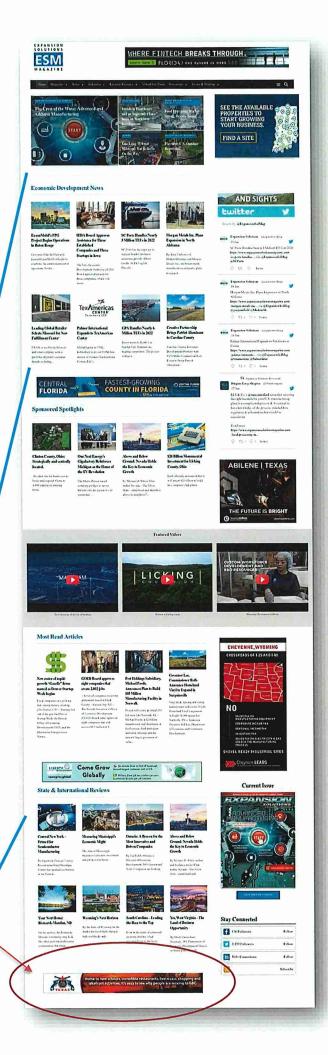
Our homepage captures our entire audience of site selection consultants, C-level executives, and economic developers.

Our site is then designed for our audience to drill down from the homepage to research expansion strategies by location and/or industry.

Annual Featured Key Industry Articles will post to this area and will continually update and feed this area.

Content / Articles / Press Releases related to Economic Development growth in key industries will continually update and feed this area.

Annual Featured State and International Review articles will post to this area and will continually update and feed this area.





# Proposal cont...

# → March/April 2024:

## "Texas Annual Review Issue"

Ad Size: Full Page Ad

Ad Placement: Texas Annual Review Feature

### Full List of additional Industry Features in this Issue:

- Aerospace & Defense
- Automotive / EV
- Retail

- Transportation
- Shovel Ready Sites
- Headquarters



### Advertisement Included 20,000 Printed Edition -

Plus the Digital Edition: 35,000+ Subscribers All Print Advertisement / Editorial will be in the digital version of the magazine; this includes live links on your advertisement. The digital magazine will be archived and available for several years on our website.

# Marketing Package Recap:

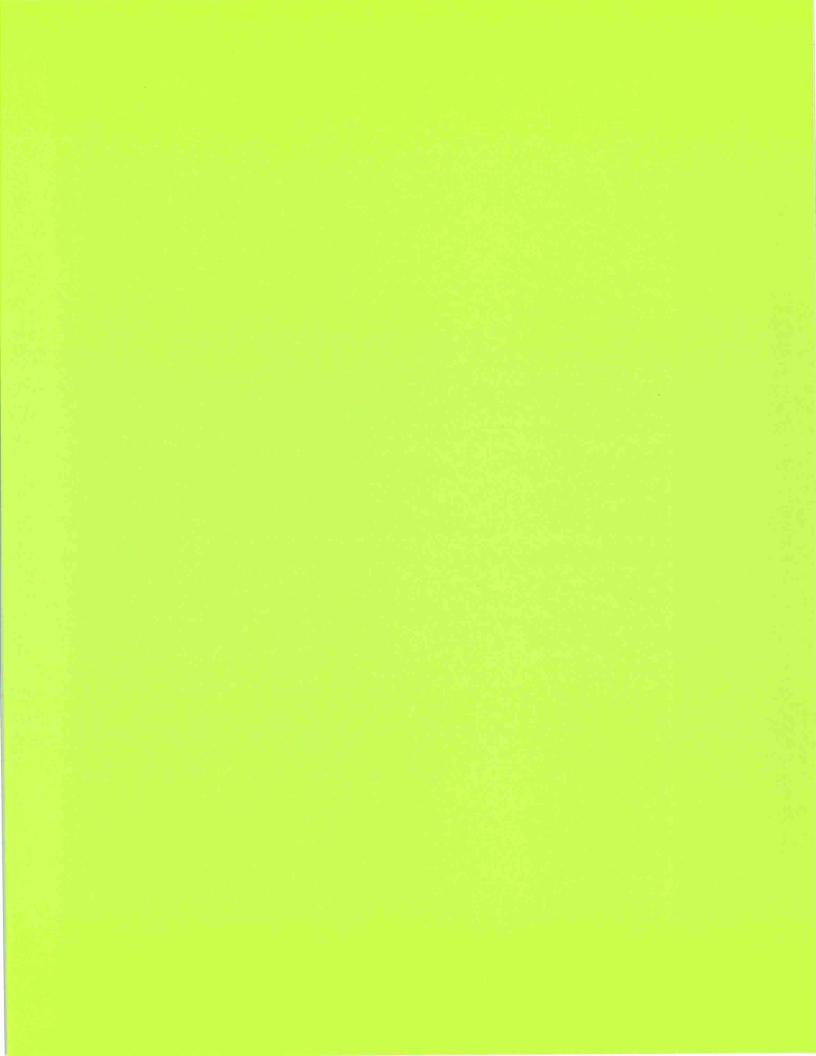
### **Print / Digital Magazine:**

Issue: March / April 2024Ad Size: Full Page Ad

### **Digital Homepage:**

- Timeframe: 5 Months (March 15, 2024, to August 14, 2024)
- Ad Size 728 x 90

Total Cost: \$ 5,000 Net (Package Rate) One-Time Invoice





# ECONOMIC DEVELOPMENT CORPORATION

### **RESOLUTION NO. 2024-027**

A RESOLUTION OF THE FLORESVILLE ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF FLORESVILLE, TEXAS AUTHORIZING THE APPOINTMENT AND REAPPOINTMENTS TO THE CITY OF FLORESVILLE BOARD: FLORESVILLE VISITORS AND TOURISM BOARD; ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the FEDC shall have the power to appoint a board member to the Visitor and Tourism board; and

WHEREAS, the board shall have all powers and duties created by the charter, city ordinance or by law; and

WHEREAS, the uniform appointment month is September of each year; and

# NOW, THEREFORE, BE IT RESOLVED BY THE FLORESVILLE ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF FLORESVILLE, TEXAS:

- Section 1. The Floresville Economic Development Corporation of the City of Floresville, Texas hereby appoints the Board member for the terms to the board as set out in the attached Exhibit A.
- Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the FEDC Board of Directors.
- Section 3. All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.
- Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Floresville



Economic Development hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED this 12th day of February 2024.

	David Del Bosque, FEDC President
ATTROT	
ATTEST:	
Jacob Silva, FEDC Secretary	



### **EXHIBIT "A"**

A.	. Floresville Visitor and Tourism Board City I	Resolution#2024-031 and
	FEDC Resolution #2024-027	

The following members are appointed to the Floresville Visitor and Tourism Board for a \_\_\_\_\_\_\_, 2024 and ending \_\_\_\_\_\_\_\_, 202\_:

- 1.
- 2.
- 3.
- 4.